



## AGENDA – **Tuesday**, January 19, 2016

**7:00 p.m. City Council Meeting**

Long Beach City Hall  
115 Bolstad Avenue West

### **7:00 p.m. CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL**

Call to order	Mayor Phillips, Council Member Linhart, Council Member Caldwell,
And roll call	Council Member Murry, Council Member Hanson.

### **PUBLIC COMMENT**

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. **Please limit your comments to five minutes. The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

### **CONSENT AGENDA – TAB A**

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, January 4, 2016 City Council Meeting.
- Payment Approval List for Warrant Registers 56005-56041 & 79140-79220 for \$347,691.20
- **AB 16-05 RCO-City Agreement for Stanley Field – TAB B**

### **BUSINESS**

- **AB 16-06 EDC Annual Agreement – TAB C**

### **ORAL REPORTS**

- |   |              |       |                    |                  |
|---|--------------|-------|--------------------|------------------|
| • | City Council | Mayor | City Administrator | Department Heads |
|---|--------------|-------|--------------------|------------------|

### **EXECUTIVE SESSION**

- **The Purpose of the Executive Session is addressed by RCW 42.30.110 (1)(f) To receive and evaluate complaints or charges brought against a public officer or employee. The expected time the executive session will end is \_\_\_\_:**

### **CORRESPONDENCE AND WRITTEN REPORTS – TAB D**

- December 2015 LBPD Report
- Workshop Calendar
- Washington State Auditors Exit Conference results
- Attorney General calling for stronger open public meetings law
- Leadership and Employment Essentials for Elected Officials training announcement
- Open Public Meetings Act training information

### **FUTURE CITY COUNCIL MEETING SCHEDULE**

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
January 19, 2016, February 1, 2016, February 16, 2016, March 7, 2016

### **ADJOURNMENT**

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Administrator at the meeting.



**TAB - A**



## LONG BEACH CITY COUNCIL MEETING

January 4, 2016

### CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order at 7:00 p.m. and asked for the Pledge of Allegiance and roll call.

### ROLL CALL

David Glasson, City Administrator, called roll with Mayor Phillips, C. Murry, C. Caldwell, C. Linhart and C. Hanson all present.

### PUBLIC COMMENT

No public comment.

### CONSENT AGENDA

Minutes, December 21 2015 City Council Meeting.

Payment Approval List for Warrant Registers 55979- 56004 & 79108 - 79139 for \$165,692.58

#### AB 16-01 TIB Agreement

David Glasson, City Administrator, presented the Agenda Bill. The City applied to the Transportation Improvement Board, seeking money to pave streets in 2016. TIB approved the request and has sent this agreement for signature.

**C. Linhart made the motion to approve the Mayor and Staff to sign the agreement; C. Phillips seconded the motion. 4 Ayes, motion passed.**

### BUSINESS

#### AB 16-02 Mayor Pro Tem

David Glasson, City Administrator, presented the Agenda Bill. Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor. **C. Hanson made the motion to select a Mayor Pro Tem; C. Caldwell seconded the motion. 4 Ayes, motion passed.**

#### AB 16-03 Council Member Replacement process

David Glasson, City Administrator, presented the Agenda Bill. He provided an attachment from the Municipal Research and Services Center regarding the process to fill a council vacancy. **C. Linhart made the motion to publicize the council position until Feb. 1<sup>st</sup>; C. Hanson seconded the motion. 4 Ayes, motion passed.**

#### AB 16-04 Council Rules

David Glasson, City Administrator, presented the Agenda Bill. Mayor Phillips would like to move the public comment section up toward the front of the council agenda, so the policies would need to be adjusted to address that change. **C. Murry made the motion to adopt Resolution 2016-1; C. Linhart seconded the motion. 4 Ayes, motion passed.**

**ORAL REPORTS**

C. Caldwell, C. Murry, C. Hanson, C. Linhart, Mayor Phillips, David Glasson, City Administrator, and Police Chief, Flint Wright, presented reports.

**CORRESPONDENCE AND WRITTEN REPORTS**

- December 2015 Sales and Lodging Tax Reports

**ADJOURNMENT**

The Mayor adjourned the meeting at 7:39 p.m.

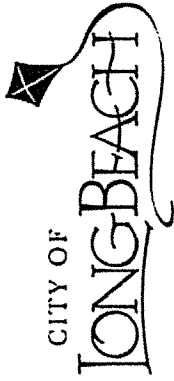
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Mayor

ATTEST:

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City Clerk



# Warrant Register

Check Periods: 2016 - January - First

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member	Council Member	Council Member	Clerk/Treasurer
Number	Name	Birth Date	Closing Date
56005	Andrew, Robert E.	1/5/2016	\$395.85
56006	Bell, Helen S	1/5/2016	\$1,369.70
56007	Binion, Jacob	1/5/2016	\$1,520.80
56008	Bonney, Matthew T	1/5/2016	\$1,440.53
56009	Booi, Kristopher A	1/5/2016	\$1,298.94
56010	Church, Kellen M	1/5/2016	\$526.94
56011	Gilbertson, Bradley K	1/5/2016	\$1,407.24
56012	Goulter, John R.	1/5/2016	\$1,509.92
56013	Gray, Karen	1/5/2016	\$73.47
56014	Hanson, Natalie	1/5/2016	\$266.95
56015	Huff, Timothy M.	1/5/2016	\$1,446.39
56016	Kaino, Kris	1/5/2016	\$1,015.75
56017	Linhart, Steven P	1/5/2016	\$266.95
56018	Luethe, Paul J	1/5/2016	\$1,514.65
56019	Mortenson, Tim	1/5/2016	\$2,032.78
56020	Murry, Del R	1/5/2016	\$266.95
56021	Padgett, Timothy J	1/5/2016	\$1,434.37
56022	Perez, Arthur Mark	1/5/2016	\$186.15
56023	Phillips, Gerald S	1/5/2016	\$266.95
56024	Quittner, Jonathan H	1/5/2016	\$958.28
56025	Payroll Vendor	1/5/2016	Void
56026	Simonson, Angela B	1/5/2016	\$508.27
56027	Warner, Ralph D.	1/5/2016	\$1,969.37
56028	Williams, David L	1/5/2016	\$184.60
56029	Wright, Flint R	1/5/2016	\$2,430.99
56030	Zuern, Donald D.	1/5/2016	\$2,192.59
56031	Russum, Richard	1/5/2016	\$1,329.10
56032	AFLAC	1/5/2016	\$490.41
56033	Association of WA Cities	1/5/2016	\$25,382.24

Number	Name	Print Date	Clearing Date	Amount
56034	City of Long Beach - Fica	1/5/2016		\$10,738.56
56035	City of Long Beach - FWH	1/5/2016		\$7,820.41
56036	Council Gift Fund	1/5/2016		\$60.00
56037	Dept of Labor & Industries	1/5/2016		\$1,981.90
56038	Dept of Retirement Systems	1/5/2016		\$10,684.57
56039	Dept of Retirement Systems Def Comp	1/5/2016		\$1,350.00
56040	Massmutual Retirement Services	1/5/2016		\$650.00
56041	Teamsters Local #58	1/5/2016		\$190.00
79140	Rip Tide Threads	1/7/2016	1/8/2016	\$133.19
79141	EverBank	1/7/2016		\$218.00
79142	Judicial Conference Registrar	1/11/2016		\$325.00
79143	Nawn, Rodney	1/12/2016		\$208.04
79144	Nawn, Rodney	1/12/2016		\$46.00
79145	Dept of Ecology	1/14/2016		\$50.00
79146	Pacific County Auditor	1/14/2016		\$66.00
79147	Airgas USA LLC	1/4/2016		\$30.54
79148	ALS ENVIRONMENTAL	1/15/2016		\$489.00
79149	Arts Auto Parts Inc.	1/15/2016		\$474.38
79150	Association of WA Cities	1/16/2016		\$3,405.79
79151	Association of Washington Cities	1/15/2016		\$717.00
79152	Astoria Janitor & Paper Supply	1/15/2016		\$175.55
79153	Bailey's Saw Shop	1/15/2016		\$371.16
79154	Beach Batteries	1/15/2016		\$61.44
79155	Berkadia Commercial Mortgage	1/15/2016		\$1,020.00
79156	Blue Line Training LLC	1/15/2016		\$477.00
79157	BMC WELDING	1/15/2016		\$3,234.00
79158	Bolden, Dee	1/15/2016		\$1,050.00
79159	Bonney, Matt	1/15/2016		\$13.39
79160	Boyce Equipment & Parts Co., Inc	1/15/2016		\$989.35
79161	BSK Associates	1/15/2016		\$857.50
79162	Calibre Press	1/15/2016		\$209.00
79163	CenturyLink	1/15/2016		\$1,851.18
79164	Chevron & Texaco Business Card Services	1/15/2016		\$1,500.00
79165	Chinook Observer	1/15/2016		\$195.72
79166	Coast Rehabilitation Services	1/15/2016		\$292.00
79167	Code 4 Public Safety Education Assoc, Inc	1/15/2016		\$99.00
79168	Cottage Bakery	1/15/2016		\$29.95
79169	CRUISE MASTER PRISMS	1/15/2016		\$9.90
79170	CURRAN-MCLEOD, INC	1/15/2016		\$1,100.00
79171	DAVIS WRIGHT TREMAINE LLP	1/15/2016		\$3,226.00
79172	Dennis Company	1/15/2016		\$791.73
79173	Department of Health	1/15/2016		\$30.00
79174	Dept of Ecology	1/15/2016		\$61,219.48
79175	Ecological Land Services	1/15/2016		\$373.75
79176	Ellyson, Sue	1/15/2016		\$18.30
79177	Englund Marine Supply	1/15/2016		\$353.24



Number	Name	Print Date	Closing Date	Approved
79178	Evergreen Rural Water of WA	1/15/2016		\$700.00
79179	Evergreen Septic Inc	1/15/2016		\$267.00
79180	Galls, LLC	1/15/2016		\$90.64
79181	Goelz, Doug	1/15/2016		\$1,500.00
79182	International Code Council, Inc.	1/15/2016		\$219.16
79183	Interstate Battery	1/15/2016		\$798.19
79184	L.N. Curtis & Sons	1/15/2016		\$2,841.01
79185	Lawson Products, Inc.	1/15/2016		\$403.15
79186	Mortenson, Tim	1/15/2016		\$69.99
79187	Naselle Rock & Asphalt	1/15/2016		\$1,250.00
79188	Olympic Region Clean Air Agency	1/15/2016		\$635.00
79189	Oman & Son Builders	1/15/2016		\$2,159.19
79190	One Call Concepts, Inc.	1/15/2016		\$17.16
79191	Oregon Festival & Events Association	1/15/2016		\$265.00
79192	Pacific Art & Office Supply	1/15/2016		\$185.76
79193	Pacific County Auditor	1/15/2016		\$502.69
79194	Pacific County Sheriff's	1/15/2016		\$20,624.00
79195	Pacific Office Automation	1/15/2016		\$168.87
79196	Pamplin Media Group	1/15/2016		\$640.00
79197	Peninsula Laundry Center	1/15/2016		\$132.00
79198	Peninsula Sanitation	1/15/2016		\$898.08
79199	Peninsula Visitors Bureau	1/15/2016		\$15,450.00
79200	Penoyar, William	1/15/2016		\$1,000.00
79201	Planter Box	1/15/2016		\$54.35
79202	Pocket Press Inc.	1/15/2016		\$170.81
79203	Porter Foster Rorick LLP	1/15/2016		\$437.00
79204	Public Utility District 2	1/15/2016		\$20.75
79205	Pumpteck, Inc	1/15/2016		\$1,975.77
79206	Purchase Power	1/15/2016		\$1,500.00
79207	Recall Secure Destruction Services	1/15/2016		\$161.95
79208	Sid's Iga	1/15/2016		\$57.02
79209	Sterling Codifiers, Inc	1/15/2016		\$500.00
79210	SUNSET AUTO PARTS, INC	1/15/2016		\$532.23
79211	U.S. Cellular	1/15/2016		\$329.04
79212	Unum Life Insurance	1/15/2016		\$71.70
79213	Usa Blue Book	1/15/2016		\$259.09
79214	Visa	1/15/2016		\$2,733.83
79215	Vision Municipal Solutions	1/15/2016		\$27.68
79216	Washington Cities Ins.	1/15/2016		\$111,864.00
79217	Washington Festivals & Events Assoc	1/15/2016		\$75.00
79218	Wilcox & Flegel Oil Co.	1/15/2016		\$1,048.18
79219	Wirrkala Construction	1/15/2016		\$556.76
79220	World Kite Museum	1/15/2016		\$1,625.00
			Total	\$347,691.20
			Grand Total	\$347,691.20



**TAB - B**





**CITY COUNCIL  
AGENDA BILL  
AB 16-05**

**Meeting Date: January 19, 2016**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: RCO-City Agreement for Stanley Field</b>	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	GB
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b>COST: N/A</b>	Other:	

**SUMMARY STATEMENT:** *The City must enter into an Agreement with the Washington State Recreation and Conservation Office in order to renovate Stanley Field. Staff provided a copy of the Agreement to Council via e-mail for review and comment, and a copy is in your packet. This Agreement should be executed by the Mayor.*

**RECOMMENDED ACTION:** *Authorize the Mayor to execute the RCO-City Agreement for the renovation of Stanley Field.*

## Funding Board Project Agreement

Project Sponsor: Long Beach Parks & Recreation Department

Project Number: 15-1432D

Project Title: Stanley Park Renovation-Re-orientation

Approval Date: 11/18/2015

### A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Long Beach by and through the Long Beach Parks & Recreation Department (sponsor), PO Box 310, Long Beach, WA 98631 and shall be binding on the agents and all persons acting by or through the parties.

### B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

### C. DESCRIPTION OF PROJECT

The City of Long Beach will use this grant to redevelop and re-orient "Stanley Park" located in central Long Beach. This project will make improvements to this youth athletic facility for accessibility, improve the field drainage, install new sod, irrigation, fencing, bullpens, dugouts, hardscape, bleachers, and a batting cage, along with prorated portion of the storage/concession building. Accessible and general parking will be increased as well as a new overlay soccer field as part of the outfield area. The primary purpose of this grant is to provide a renovated and greatly improved facility for youth baseball and softball, and youth soccer.

### D. PERIOD OF PERFORMANCE

The period of performance begins on January 4, 2016 (project start date) and ends on October 31, 2017 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

### E. ON-GOING OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be for 20 years from the date of final reimbursement from RCO or the date RCO accepts the project as complete per the Project Agreement, whichever is later and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board.

### F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$132,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - YAF - Renovation	49.83%	\$132,000.00	State
Project Sponsor	50.17%	\$132,900.00	
Total Project Cost	100.00%	\$264,900.00	

### G. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

**H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

**I. AMENDMENTS MUST BE SIGNED IN WRITING**

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

**J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES**

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

**K. SPECIAL CONDITIONS**

None

**L. AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

**Project Contact**

Name: David Glasson  
Title: City Administrator  
Address: PO Box 310  
Long Beach, WA 98631  
Email: finance@longbeachwa.gov

**RCFB**

Recreation and Conservation Office  
Natural Resources Building  
PO Box 40917  
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

**M. ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**N. EFFECTIVE DATE**

This Agreement, for project 15-1432D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

**Long Beach Parks & Recreation Department**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: (printed) \_\_\_\_\_

Title: \_\_\_\_\_

**State of Washington, Recreation Conservation Office**

**On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Kaleen Cottingham  
Director  
Recreation and Conservation Office

Pre-approved as to form:

By: \_\_\_\_\_ /s/ \_\_\_\_\_

Assistant Attorney General

Date: \_\_\_\_\_ July 20, 2015 \_\_\_\_\_



# Standard Terms and Conditions of the Project Agreement

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## Standard Terms and Conditions of the Project Agreement

**Project Sponsor:** Long Beach Parks & Recreation Department  
**Project Title:** Stanley Park Renovation-Re-orientation

**Project Number:** 15-1432D  
**Approval Date:** 11/18/2015

### SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**acquisition project** - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

**Agreement or Project Agreement** - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

**applicant** - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

**application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**C.F.R.** - Code of Federal Regulations

**contractor** - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

**development project** - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

**director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.

**education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

**education and enforcement project** - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

**equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

**funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.

**indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

**landowner agreement** - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

**maintenance project** - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

**maintenance and operation project** - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

**match or matching share** - The portion of the total project cost provided by the sponsor.

**milestone** - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

**planning (RCFB projects only)** - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

**planning (SRFB projects only)** - A project that results in a study, assessment, project design, or inventory.

**pre-agreement cost** - A project cost incurred before the period of performance.

**project** - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

**project cost** - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

**RCO** - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

**reimbursement** - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

**renovation project** - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**restoration project** - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

**RCW** - Revised Code of Washington

**RTP - Recreational Trails Program** - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

**secondary sponsor** - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

**sponsor or primary sponsor** - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

**subaward** - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

**subrecipient** - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

**WAC** - Washington Administrative Code.

## **SECTION 2. PERFORMANCE BY THE SPONSOR**

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## **SECTION 3. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

## **SECTION 4. RESPONSIBILITY FOR PROJECT**

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

## **SECTION 5. INDEMNIFICATION**

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

#### **SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR**

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

#### **SECTION 7. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **SECTION 8. COMPLIANCE WITH APPLICABLE LAW**

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

#### SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

#### SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

- E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

#### **SECTION 11. PROJECT REIMBURSEMENTS**

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
  2. On-site signs are in place (if applicable);
  3. A final project report is submitted to and accepted by RCO;
  4. Any other required documents are complete and submitted to RCO;
  5. A final reimbursement request is submitted to RCO;
  6. The completed project has been accepted by RCO;
  7. Final amendments have been processed; and
  8. Fiscal transactions are complete.
  9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
  2. Are not included as contributions for any other Federal award;
  3. Are necessary and reasonable for accomplishment of project or program objectives;
  4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
  5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
  7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
  2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

#### **SECTION 12. ADVANCE PAYMENTS**

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

### SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments. The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards. The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

### SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### SECTION 15. INCOME AND USE OF INCOME

- A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.
  - 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
  - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
    - (a) Value of any service(s) furnished;
    - (b) Value of any opportunities furnished; and
    - (c) Prevailing range of public fees in the state for the activity involved.
  - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
  - 1. The sponsor's matching resources;
  - 2. The project's total cost;
  - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
  - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
  - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

### SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
  - 1. Publish a notice to the public requesting bids/proposals for the project;
  - 2. Specify in the notice the date for submittal of bids/proposals;
  - 3. Specify in the notice the general procedure and criteria for selection; and
  - 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.



**B. Requirements for Federal Subawards.**

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

**SECTION 17. TREATMENT OF EQUIPMENT**

- A. **Discontinued Use.** Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. **Loss or Damage.** The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. **Requirements for Federal Subawards.** Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  4. Adequate maintenance procedures must be developed to keep the property in good condition.
  5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. **Requirements for RTP Subawards.** The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

**SECTION 18. RIGHT OF INSPECTION**

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

**SECTION 19. STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

**SECTION 20. PREFERENCES FOR RESIDENTS**

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

**SECTION 21. ACKNOWLEDGMENT AND SIGNS**

- A. **Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.** The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
  1. The fund source;
  2. The percentage of the total costs of the project that is financed with federal money;
  3. The dollar amount of federal funds for the project; and
  4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

## **SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

*"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."*

- D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

## **SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
  1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
  2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
  3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance

1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

G. Hazardous Substances.

1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
  - a. No hazardous substances were found on the site, or
  - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R. § 200.329 (2013)).

**SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES**

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

**SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS**

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
  1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
  2. In a reasonably safe condition for the project's intended use.
  3. Throughout its estimated useful service life so as to prevent undue deterioration.
  4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
  2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

#### **SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS**

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

#### **SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Procurement of Recovered Materials. A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

## **SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

## **SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

## **SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

## **SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

## SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs for State Agencies. Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site:<http://harvester.census.gov/facweb>
- C. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. Drug Free Workplace Certification. Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. Lobbying. The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- 1. Include qualified minority and women's businesses on solicitation lists.
- 2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
- 3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
  - 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
  - 2. \$3,000 or more is included for supplies; or
  - 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
  - 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.

Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

- M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
  - 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
  - 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.



4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
  5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
  6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.
- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:  
Certification Regarding Lobbying, EPA Form 6600-06: [http://www.epa.gov/ogd/AppKit/form/Lobbying\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf)  
Disclosure of Lobbying Activities, SF LLL: [http://www.epa.gov/ogd/AppKit/form/sflllin\\_sec.pdf](http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf)

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

### **SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE**

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

#### **A. Administrative Conditions**

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. Recycled Paper
  - a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
  - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
  - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. Part 30 Recipients. All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.
- Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

- 7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
  - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
  - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R. Part 1536 at <http://ecfr.gpoaccess.gov>.
- 8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
- 9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
- Establish all sub-award agreements in writing;
  - Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
  - Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
  - Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
  - Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
  - Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
  - Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
20. FY12 APPRAISE: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
  - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
  - b. The reasons for slippages if the established outputs/outcomes were not met; AND
  - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. Recognition of EPA Funding. Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material. EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review. The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgr460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

#### **SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

##### **A. DUNS and CCR Requirements**

1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

##### **B. FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

#### **SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY**

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. **Federal Finance Report (FFR).** Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at [www.epa.gov/ocfo/financeservices/forms.htm](http://www.epa.gov/ocfo/financeservices/forms.htm). All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. **Reimbursement Limitation.** If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. **DUNS and CCR Requirements**
  1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
  2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:
    - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
    - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:

- a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization; and
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. —.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:
  - i. Receives a subaward from you under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
  - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
  - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
  - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
  - a. For Title IX obligations, 40 C.F.R. Part 5; and
  - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
  - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.

- a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004register&docid=fr25jn04-79.pdf>
- b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

- E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJL1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

**SECTION 36. ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

**SECTION 37. AMENDMENTS**

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

**SECTION 38. LIMITATION OF AUTHORITY**

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

**SECTION 39. WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

**SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH**

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

#### **SECTION 41. SPECIFIC PERFORMANCE**

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

#### **SECTION 42. TERMINATION**

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

- A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

- C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

#### **SECTION 43. DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

#### **SECTION 44. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.



#### **SECTION 45. GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

#### **SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR**

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

#### **SECTION 47. SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

## Eligible Scope Activities

**Project Sponsor:** Long Beach Parks & Recreation Department  
**Project Title:** Stanley Park Renovation-Re-orientation  
**Program:** YAF - Renovation

**Project Number:** 15-1432  
**Project Type:** Development  
**Approval:** 11/18/2015

### Project Metrics

#### Sites Improved

Project acres renovated: 1.80

### Development Metrics

## Worksite #1, Stanley Field

#### Athletic Fields

##### Installation of athletic field amenities

Number of athletic field amenities: Bleachers, Dugouts, Scoreboards, Spectator seating

##### Soccer field development

Number of soccer fields: 1 new, 0 renovated

Number of soccer fields with lighting: 0 new, 0 renovated

Number of soccer fields by surface type:

Synthetic 0

Natural 1

##### Softball field development

Number of softball fields: 0 new, 1 renovated

Number of softball fields with lighting: 0 new, 0 renovated

Number of softball fields by surface type:

Synthetic 0

Natural 1

#### Buildings and Structures

##### Construct storage facility

Number of storage buildings: 1 new, 0 renovated

#### Parking and Roads

##### Parking development

Number of vehicle parking stalls: 44 new, 0 renovated

Number of vehicle with trailer parking stalls: 0 new, 0 renovated

Number of accessible parking stalls:

Vehicle with trailers 0

Vehicle 4

Select the parking surfaces : Other pervious surface

Select the parking enhancements: Catch basins, Rock barriers, Striping

#### Site Preparation

##### General site preparation

#### Utilities

##### Install stormwater system

Select the stormwater utilities: Bio filtration swale, Catch basins, Stormwater line

#### Cultural Resources

##### Cultural resources

#### Permits

##### Obtain permits

#### Architectural & Engineering

##### Architectural & Engineering (A&E)

## Milestone Report By Project

**Project Number:** 15-1432 D  
**Project Name:** Stanley Park Renovation-Re-orientation  
**Sponsor:** Long Beach Parks & Rec Dept  
**Project Manager:** Rory Calhoun

X	!	Milestone	Target Date	Comments/Description
X		Design Initiated	12/30/2015	
X		Project Start	01/04/2016	
		Applied for Permits	06/01/2016	
		60% Plans to RCO	06/30/2016	
		SEPA/NEPA Completed	08/01/2016	
		All Bid Docs/Plans to RCO	08/05/2016	
		RCO Interim Inspection	08/31/2016	
	!	Progress Report Submitted	08/31/2016	
		Bid Awarded/Contractor Hired	09/02/2016	
	!	Construction Started	09/30/2016	
	!	Progress Report Submitted	12/31/2016	
		50% Construction Complete	03/01/2017	
		90% Construction Complete	05/31/2017	
	!	Progress Report Submitted	06/01/2017	
		Funding Acknowl Sign Posted	08/31/2017	
		Construction Complete	08/31/2017	
		RCO Final Inspection	09/15/2017	
	!	Agreement End Date	10/31/2017	
		Final Billing to RCO	12/15/2017	
		Final Report in PRISM	12/15/2017	

X = Milestone Complete

! = Critical Milestone



**TAB - C**





**CITY COUNCIL  
AGENDA BILL  
AB 16-06**

**Meeting Date: January 19, 2016**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT:</b> Pacific County Economic Development Council Agreement	<b>Originator:</b>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	DG
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	<b>COST:</b> \$1,000.00	Water/Wastewater Supervisor
Other:		
<b>SUMMARY STATEMENT:</b> This is the annual contract we have with the EDC. They would like to have the Council approve and have the Mayor sign the attached agreement.		
<b>RECOMMENDED ACTION:</b> <i>Authorize the Mayor to sign the agreement.</i>		

## David Glasson

---

**From:** Director [director@pacifiedc.org]  
**Sent:** Friday, December 25, 2015 3:17 AM  
**To:** David Glasson  
**Subject:** 2016 Contract  
**Attachments:** 2016 City of Long Beach.doc

Dear David,

There are two parts to this message. The first concerns the 2016 Contract for Technical Services between your City and the EDC. We are hopeful that your Council will be able to consider this agreement during January, and I would be pleased to come and meet with you, if requested. Please note: the 2016 Contract is exactly the same as it has been during the last few years. We are proposing to continue offering the same services that you have received in the past, at the same rate.

Having said that, the second part of the message has to do with Contracts for Technical Services in the future, beginning in 2017. You may or may not have been briefed on how the summer's attempt to change the rates for the services got off track, but the main point - as we end 2015 - is that we will convene in January so that we may engage you, and other holders of these Contracts, in the process of moving the effort forward, with greater input from all of you.

Please let me know if you have questions regarding the 2016 Contract, and/or if you want me to attend a meeting where it will be discussed.

Sincerely,  
Paul

Executive Director  
Pacific County Economic Development Council  
211 Commercial St.  
Raymond, WA 98577  
360-875-9330  
360-642-9330  
[www.pacifiedc.org](http://www.pacifiedc.org)



## **CONTRACT FOR TECHNICAL SERVICES**

**Between**

**City of Long Beach**

**and the**

**Pacific County Economic Development Council**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the City of Long Beach, hereinafter referred to as the "City", and the Pacific County Economic Development Council, hereinafter referred to as the "EDC".

### **WITNESSETH:**

WHEREAS, the EDC is actively pursuing and facilitating the location and expansion of business and industry in Pacific County through the development of a marketing strategy aimed at attracting new business and industry, the implementation of business assistance programs, the promotion of tourism and retirement living, and the establishment of liaison with local, county and state governments as well as the private business sector to coordinate and promote economic growth and development while preserving the quality of life in Pacific County; and

WHEREAS, the City is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, the City desires to engage the EDC to render certain technical advice and assistance in connection with such undertakings by the City;

NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Service. The EDC will: (a) receive from the City inquiries from businesses and industries indicating an interest in locating in the vicinity of the City and responding to such inquiries with information and materials including, but not limited to, wage rates, employment figures, personal income statistics, site availability and such other data as may be requested; (b) furnish current research data to assist the City in the area of economic growth and development. Such data shall include, but shall not be limited to, surveys of industrial growth within Pacific County, employment, population and general statistical information and other information of similar nature; (c) provide, free of additional charge, published materials prepared by the EDC to such persons as the City may direct plus other reports and studies as the EDC may prepare. Such materials may include, but are not limited to, wage rates, employment figures, personal income statistics and other special reports; and (d) serve as a general research reference service and assist in preparing replies to inquiries about facilities and resources required by new industries which may consider the City's services area for location or expansion.

2. Time of Performance. The services of the EDC are to commence on the first day of January, 2016, and terminate on the thirty-first of December, 2016. The duration of the contract may be extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the contract, or terminated by 30 days notice to the other party.

3. Compensation and Method of Payment. The City shall reimburse the EDC for the services as follows:

(a) The total contract price for the period specified in paragraph 2 shall be \$1,000.00.

(b) Payment shall be due thirty days after receipt of Service Contract, signed by both parties.

(c) The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the City as are requested.

4. Changes. Either party may request changes in scope of services, performing or reporting standards or compensation amount or method. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

5. Notices. Written notices to each party shall be sent to the following addresses: Pacific County Economic Development Council, 600 Washington Ave., Raymond, WA 98577 and the City of Long Beach, P.O. Box 310, Long Beach, WA 98631.

6. Nondiscrimination. The EDC certifies that it is an equal opportunity employer and that it does not discriminate in its hiring or employment practices or in the provision of any of its services on the basis of membership in any group protected by state or federal law.

7. Liability. The EDC shall hold the City and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, for and on account of injuries or damages sustained by any person or property resulting in whole or part from activities or omissions of the EDC, its agents or employees pursuant to this agreement.

8. Subcontracting. The contract is personal to each of the parties thereto and neither party may assign or delegate any of its rights or obligations hereunder except as set forth in this contract.

9. Integrated Document. This contract embodies the contract, terms and conditions between the City and the Pacific County EDC. No verbal agreements or conversations any representatives of either party shall modify or affect the terms and obligations of this contract.

IN WITNESS WHEREOF, the parties here have caused this contract to be executed the date and year first written above.

CITY OF LONG BEACH

PACIFIC COUNTY ECONOMIC  
DEVELOPMENT COUNCIL

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**TAB - D**



# *Long Beach Police*

P.O. Box 795  
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911  
Fax 360-642-5273

01-01-16

Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for December 2015

During the month of December the Long Beach Police Department handled the following cases and calls:

## **Long Beach**

**636 Total Incidents**

Aid Call Assists: 7

Alarms: 9

Animal Complaints: 5

Assaults: 4

Assists: 80

(Includes 11 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 1

Disturbance: 13

Drug Inv.: 5

Fire Call Assists: 0

Follow Up: 117

Found/Lost Property: 9

Harassment: 9

Malicious Mischief: 4

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing/Found Persons: 1

Prowler: 1

Runaway: 0

Security Checks: 194

Suspicious: 19

Thefts: 7

Traffic Accidents: 9

Traffic Complaints: 12

Traffic Tickets: 11

Traffic Warnings: 97

Trespass: 3

Warrant Contacts: 9

Welfare Checks: 10

## **Ilwaco**

**395 Total Incidents**

Aid Call Assists: 3

Alarms: 4

Animal Complaints: 3

Assaults: 0

Assists: 51

Burglaries: 2

Disturbance: 10

Drug Inv.: 6

Fire Call Assists: 0

Follow Up: 91

Found/Lost Property: 0

Harassment: 2

Malicious Mischief: 2

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing/Found Persons: 0

Prowler: 3

Runaway: 0

Security Checks: 142

Suspicious: 13

Thefts: 7

Traffic Accidents: 1

Traffic Complaints: 4

Traffic Tickets: 3

Traffic Warnings: 28

Trespass: 9

Warrant Contacts: 4

Welfare Checks: 7

On December 1<sup>st</sup> I, along with other city staff, met with representatives from Washington State Parks. We discussed issues related to the July 4<sup>th</sup> celebrations on the beach. Planning is in the beginning stages but we were in agreement that for next year we would focus on signage to stop or at least reduce camping. Some enforcement may take place but our focus next year will be mostly sending out a unified message about no camping on the beach.

On the 5<sup>th</sup> the department participated in the annual "Shop With A Cop" program. 16 area children were each paired up with an officer. Breakfast was served at The Last Roo and then a parade was held with the kids in the patrol vehicles. Each officer then helped with his child to shop. Agencies represented along with the Long Beach Police Department included the Pacific County Sheriff's Department, Washington State Patrol, Washington Stated Department of Fish and Wildlife and Washington State Parks.

The Department had firearms range training on December 7<sup>th</sup>. We had a night shoot with our duty handguns and patrol rifles.

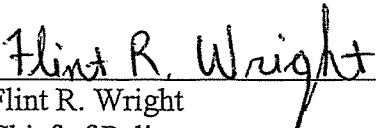
On December 11<sup>th</sup> I was interviewed by KMUN radio. I talked about Tsunami preparedness, and issues related to property crimes in our area as well as a number of other issues as well.

The department was represented at the funeral service for retired Pacific County Sheriff Jerry Benning on the 19<sup>th</sup>. Four officers attended.

On Christmas Eve and on Christmas, myself, and Officers Parker and Meling, conducted numerous traffic stops and instead of citations we gave out gift cards. These gift cards were purchased from our own bank accounts. The gift cards were for free coffees at area coffee shops and for free meals at McDonalds. This is the second year we have done this and it is really amazing how people react to these unexpected gifts.

I conducted a training on the 29<sup>th</sup>. The training was for volunteers who will be assisting at area churches for the overnight winter lodging program being set up by Peninsula Poverty Response. I talked about some safety concerns to be aware of and when to call 911.

New Year's Eve was fairly quiet. There were no assaults reported and only one DUI arrest.

  
Flint R. Wright  
Chief of Police

## Upcoming Workshop Calendar

Date	Time Subject
January 20	5:00 Summerfest Activities, Ambassador Training
January 25	3:30 Package Travel
January 26	3:30 Cruise Ships
February 1	6:00 Council Candidate Meet and Greet
February 16	TBD Housing Authority, LB Merchants Association







# Washington State Auditor's Office

Independence • Respect • Integrity

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## Exit Conference: City of Long Beach

### About our Office

The Washington State Auditor's Office's vision is government that works for citizens. Our goal is for government that works better, costs less and earns greater public trust.

The purpose of this meeting is to share our audit results and draft reporting. We value and appreciate your participation.

### Audit Highlights

- City staff does a great job providing a comfortable environment to work in and they are a pleasure to work with.
- The City updated their software with current bars codes and used SAO's online filing system effectively this year, which made the financial statement audit go smoothly.

### Audit Scope

We performed the following audits for your City:

- **Accountability audit for 2014**
- **Financial statement audit for 2014**

### Financial Statement required communications

In relation to our report, we would like to bring to your attention:

- There were no uncorrected misstatements in the audited financial statements.
- There were no material misstatements in the financial statements corrected by management during the audit.

## Status of Prior Finding and Management Letter items

Prior Findings/Management Letters	Resolved	Unresolved
Cost allocation		X
Cash receipting	Partially resolved	

## Recommendations not included in the Audit Reports

### **Management Letters**

Management letters communicate control deficiencies, non-compliance or abuse with a less-than-material effect on the financial statements or other items significant to our audit objectives. Management letters are referenced, but not included, in the audit report. We noted certain matters that we are communicating in a letter to management related to cost allocation.

### **Exit Items**

We have provided exit recommendations for management's consideration. Exit items address control deficiencies or non-compliance with laws or regulation that have an insignificant or immaterial effect on the entity, or errors with an immaterial effect on the financial statements. Exit items are not referenced in the audit report.

## Concluding Comments

### **Report Publication**

Audit reports are published on our website and distributed via e-mail in an electronic .pdf file. We also offer a subscription service that allows you to be notified by email when audit reports are released or posted to our website. You can sign up for this convenient service at: <https://portal.sao.wa.gov/saoportal/Login.aspx>

### **Audit Cost**

At the entrance conference, we estimated the cost of the audit to be \$15,000, plus travel expenses, and actual audit costs will approximate that amount.

### **Customer Service Survey**

When your report is released you will receive a customer service survey from us. We value your opinions on our audit services and hope you provide feedback.

### **Your Next Scheduled Audit**

Your next audit is scheduled to be conducted in 2016 and will cover the following general areas for 2015:

- Accountability for Public Resources
- Financial Statements

The estimated cost for the next audit based on current rates is \$15,800 plus travel expenses. This preliminary estimate is provided as a budgeting tool and not a guarantee of final cost.

If expenditures of federal awards are \$750,000 or more in any fiscal year, notify our Office so we can schedule your audit to meet federal single audit requirements. Federal awards can include grants, loans, and non-cash assistance such as equipment and supplies



# Washington State Auditor's Office

Independence • Respect • Integrity

## Accountability Audit Report

### City of Long Beach

Pacific County

For the period January 1, 2014 through December 31, 2014

Published

Report No. 1015912





## AUDIT SUMMARY

### Results in brief

In most areas we audited, City operations complied with applicable requirements and provided adequate safeguarding of public resources. The City also complied with state laws and regulations and its own policies and procedures in the areas we examined.

However, we noted certain matters that we communicated to City management in a letter dated January 6, 2016, related to cost allocation. We appreciate the City's commitment to resolving those matters.

### About the audit

This report contains the results of our independent accountability audit of the City of Long Beach from January 1, 2014 through December 31, 2014.

Management is responsible for ensuring compliance and adequate safeguarding of public resources from fraud, loss or abuse. This includes the design, implementation and maintenance of internal controls relevant to these objectives.

Our audit involved performing procedures to obtain evidence about the City's uses of public resources, compliance with state laws and regulations and its own policies and procedures, and internal controls over such matters.

In keeping with general auditing practices, we do not examine every transaction, activity or area. Instead, the areas examined were those representing the highest risk of fraud, loss, abuse, or noncompliance. The following areas were examined during this audit period:

- Open public meetings
- General revenues/expenditures
- Interfund transactions
- Cash receipting
- Financial condition
- Utility billing
- Lodging tax expenses
- Internal controls over disbursements and credit cards

## RELATED REPORTS

### Financial

Our opinion on the City's financial statements is provided in a separate report, which includes the City's financial statements. That report is available on our website, <http://portal.sao.wa.gov/ReportSearch>.

## INFORMATION ABOUT THE CITY

The City of Long Beach was established as a seashore resort by Henry Harrison Tinker in 1880 and was incorporated in 1922. The City currently serves 1,425 citizens in Pacific County, along with thousands of visitors each year. The City provides an array of services including police, fire, parks, recreational and cultural services, land use management and development regulation, street maintenance and construction, Municipal Court, water and wastewater services and storm drainage management.

The City participates in a range of intergovernmental organizations in order to effectively carry out its responsibilities. An elected, five-member Council and an independently elected Mayor govern the City. The Mayor appoints a City Administrator to oversee the City's daily operations, as well as its 35 employees. For 2014, the City operated on an annual budget of \$6 million

Contact information related to this report	
Address:	City of Long Beach P.O. Box 310 Long Beach, WA 98631
Contact:	David Glasson, Finance Director
Telephone:	(360) 642-4421
Website:	<a href="http://www.longbeachwa.gov">www.longbeachwa.gov</a>

*Information current as of report publish date.*

### Audit history

You can find current and past audit reports for the City of Long Beach at <http://portal.sao.wa.gov/ReportSearch>.



## Washington State Auditor's Office

January 6, 2016

City Council  
City of Long Beach  
Long Beach, Washington

### Management Letter

This letter includes a summary of specific matters that we identified in planning and performing our accountability audit of the City of Long Beach from January 1, 2014 through December 31, 2014. We believe our recommendations will assist you in improving the City's compliance in these areas.

We will review the status of these matters during our next audit. We have already discussed our comments with and made suggestions for improvements to City officials and personnel. If you have any further questions, please contact me at (360) 725-5562.

This letter is intended for the information and use of management and the governing body. However, this letter is a matter of public record and its distribution is not limited.

We would also like to take this opportunity to extend our appreciation to your staff for the cooperation and assistance given during the course of the audit.

Sincerely,

Angela Folkers, Audit Manager

Attachment

Management Letter  
City of Long Beach  
January 1, 2014 through December 31, 2014

**Cost Allocation**

Cities incur costs for central services such as administration, payroll, purchasing and insurance that are shared among funds that benefit from the services. Cities may adopt a fair and equitable method of distributing these shared costs among funds. However, state law prohibits resources restricted for certain uses such as utilities from benefitting other funds (RCW 43.09.210).

The City has adopted a policy that governs how it calculates and charges shared services to all funds and departments. However, during the current audit and prior audit, we determined the City is not following its policy as it was unable to provide adequate documentation to support the methodology it used to determine the amounts charged. During our testing we noted unsupported allocations of at least \$1,076,945 for salaries and benefits, \$39,119 in insurance costs, and other costs such as audit fees, fuel costs, vision maintenance fees and professional service fees to the restricted Water and Streets Funds.

We continue to recommend the following for the City:

- Ensure shared service costs charged to restricted funds correlate to the service or benefit each fund receives. Specifically the City should follow its policy that governs how it calculates and charges shared service costs to all funds and departments. Costs should be charged in proportion to the level of service or benefit provided to each fund or department.
- Provide adequate documentation to support allocations charged to restricted funds.
- Review and update the cost allocation plan annually to ensure it reflects actual amounts when estimated or budgeted amounts are used.





Exit Recommendations  
City of Long Beach  
Audit Period Ending: December 31, 2014

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**Accountability Issues**

**Open public meetings**

The City held an executive session on May 18, 2015 and did not properly document the start and end time of the session. In addition the City documented that the session was held for potential litigation; however did not document whether an attorney was present or on the phone, and we did not identify an attorney name in the roll call.

We recommend the City adequately document executive sessions in the meeting minutes so readers can ensure compliance with open public meetings act requirements.

**Disbursements**

As noted in the prior audit, the City is not reviewing and approving the coding of invoices. We also noted from the prior audit the City is not consistently documenting the approval of invoices.

We continue to recommend:

- The City establishes a procedure where the coding of invoices is reviewed and approved.
- The City documents the approval of invoices by having invoices signed/initialed and dated.

**Lodging tax expenditures**

The City used lodging tax revenues to pay for food and travel related to hospitality training of local businesses and employees. Also the City's documented meetings did not reflect whether Jake's Birthday and Hospitality Training were approved by the LTAC.

We recommend that City refrain from using lodging tax revenues to fund hospitality training of local businesses and employees as the training does not directly attract tourists. We also recommend the City ensure LTAC approval of projects funded with lodging tax revenues, if applicable.

**Inter-fund loans**

While reviewing the City's interfund loans, we noted:

- The City did not make payments to three of the four interfund loans during 2014
- The City did not make payments to three loans during 2015 per resolutions 2015-04, 2015-05, 2015-06.
- The City does not have a resolution for one of the four interfund loans.



Exit Recommendations  
City of Long Beach  
Audit Period Ending: December 31, 2014

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We recommend:

- The City ensure payments are being made on each of the interfund loans.
- The City adopt a resolution for every interfund loan.

**Payroll**

We updated controls over payroll and noted the following:

- Four out of thirty-two timecards for the October 1-15, 2015 pay period had not been signed by their supervisors.
- The timesheet spreadsheet and activity report for October 20, 2015 did not have the City Administrator's initials.

We recommend:

- The City ensures all time sheets are reviewed by a supervisor.
- All time sheet spreadsheets are reviewed with the activity report by the City Administrator

**Cash receipting**

For cash receipting, we tested seven deposits made between August 3-13, 2015 and noted the following issues:

- Six of the seven deposits did not have the cash and check breakdown by the bank
- One of the seven deposit slips had not been validated by the bank.
- In the deposit that had not been bank validated, we noted the support showed \$5.72 less than the total amount from the bank statement. The deposit register showed this amount as a check but the City's breakdown on the deposit slip showed this amount in cash.
- The City's support of each transaction varied. The types of support we saw included receipts, utility slips, check stubs, and reminder notices. The only support that showed when the transaction occurred was the receipts. The check stubs, utility slips and reminder notices did not document the date the transaction occurred; therefore we could not fully verify if each deposit was timely.
- We also noted, from the support that did have receipts, at least 4 of the 6 bank validated deposits were not timely.

We recommend the following:

- Makes sure every deposit slip is validated by the bank
- Makes sure the banks validation includes the cash and check breakdown
- Ensure support is present for every transaction.
- Implement the Vision report to support the date of posting and timely deposits or physically write the date on stubs.
- Ensure each deposit is deposited within 24 hours as required by law. (RCW 42.09.240)



Exit Recommendations  
City of Long Beach  
Audit Period Ending: December 31, 2014

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**Financial Statement Issues**

**Secondary Review**

The City has a CPA firm prepare financial statements, notes and schedule 9; however the City is not conducting a secondary review of the statements, notes or schedule 9.

We recommend the City implement a secondary review of all financial statement prepared by the CPA.

**Journal entries**

As noted in prior audits, the City does not ensure journal entries are reviewed by an independent person. We also noted that journal entries do not have adequate support.

We recommend the City ensure that all journal entries are independently reviewed and have adequate support.

**Negative Bank Balance**

As noted in prior audits, the City's warrant clearing account had a negative five dollar ending balance for twelve consecutive months in 2014.

We recommend that City ensure positive bank balances throughout the year.

**Special Revenue Funds**

The City classified their police car sinking fund as special revenue 100 fund, but did not conduct a calculation to ensure compliance with BARS 3.1.7.50. Furthermore we noted funds that account for capital assets including vehicles should be classified as a capital projects 300 fund.

We recommend the City perform a calculation for special revenue funds to ensure compliance with BARS 3.1.7.50 or account for and report financial resources that are restricted, committed or assigned for expenditures for capital outlays as a capital projects 300 fund in accordance with BARS.

## David Glasson

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**From:** Gayle Borchard  
**Sent:** Monday, January 11, 2016 8:46 AM  
**To:** David Glasson; Douglas Goelz  
**Subject:** FW: Attorney General calls for stronger open meetings law as part of 2016 legislative agenda

Dave, Thought you might want to pass on to the Council. I will pass on to the Commission. G

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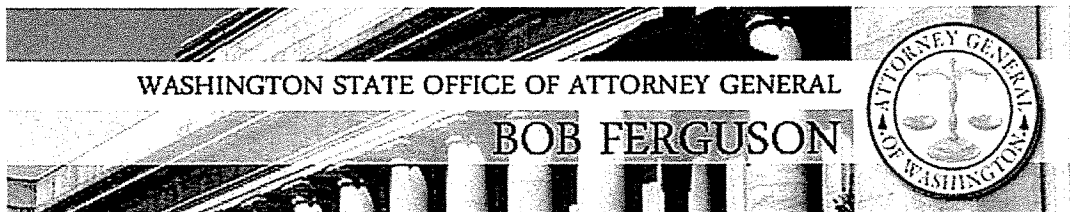
**From:** Washington State Attorney General's Office [mailto:webmaster=atg.wa.gov@mail224.suw14.mcdlv.net] **On Behalf Of** Washington State Attorney General's Office  
**Sent:** Friday, January 8, 2016 10:41 AM  
**To:** Gayle Borchard <gborchard@longbeachwa.gov>  
**Subject:** Attorney General calls for stronger open meetings law as part of 2016 legislative agenda

AG proposes stronger open meetings law

[View this email in your browser](#)



**--- NEWS RELEASE ---**  
**FOR IMMEDIATE RELEASE**



Jan. 8, 2016

**Attorney General calls for stronger open meetings law as part of  
2016 legislative agenda**

*Legislation to increase 45-year-old penalty from \$100 to \$500; enact  
\$1,000 repeat violator penalty*

**OLYMPIA** — Washington State Attorney General Bob Ferguson today announced his proposed bipartisan legislation to increase transparency in government by enhancing penalties for violations of Washington’s Open Public Meetings Act (OPMA).

The OPMA requires that all meetings of multimember governing bodies of local and state public agencies be open and accessible to the public. Passed in 1971, the law was designed to ensure the public has ready information and access to the agencies established to serve them.

Ferguson’s proposal would modernize the out-of-date penalty provisions of the OPMA. The current penalty for violating the OPMA is \$100, unchanged since the act was enacted in 1971. Ferguson’s request legislation would increase the penalty to \$500 for a first-time violation, roughly in line with inflation. It would also enact a new \$1,000 “repeat violator” penalty for a subsequent knowing violation of the act.

“Open government is vital to an informed democracy,” said Ferguson. “When the law requires an open meeting, yet officials knowingly close the door on the public, they must be held accountable with meaningful penalties.”

The Attorney General request legislation, [House Bill 2353](#), is sponsored by Rep. Sam Hunt — D, Olympia. The companion bill, [Senate Bill 5171](#), is sponsored by Sen. Pam Roach, R — Sumner.

“It is essential that our elected officials understand and follow the Open Meetings Act,” said Hunt, chair of the House State Government Committee. “One should not be slapped on the wrist for knowingly violating the open meetings provisions. This law has been with us since 1971, and this bill, for the first time since approved by the Legislature, updates to 2016 levels the penalty for knowingly violating the Open Public Meetings Act.”

“To hold government accountable, we need to know what’s going on,” said Roach, chair of the Senate Government Operations and Security Committee. “No more secret meetings. Those officials who knowingly and repeatedly violate our open meeting laws should face a penalty painful enough to discourage them from ever doing so again.”

The OPMA requires open meetings of multimember, public-agency governing bodies such as city councils, county commissions, school boards, and many state boards. The OPMA currently authorizes a court to assess a \$100 civil penalty against each member of a governing body who attends a meeting where action is knowingly taken in violation of the OPMA. The OPMA does not presently include enhanced penalties for repeat violations.

Members of the governing body are personally liable for violations and pay any penalties out of their own pockets. While the public agency does not pay the penalty, agencies do pay associated attorneys’ fees and costs.

Other states, including Arizona, Florida, Idaho, Iowa, Kansas, Minnesota, Mississippi, Nevada, Rhode Island and Virginia, currently have higher penalties for open meetings violations than Washington. At least one state — New Jersey — has enhanced penalties for repeat violators.

### **Attorney General’s open government work**

Enhancing government accountability and transparency is a top priority for Attorney General Ferguson.

In 2013, Ferguson established the Open Government Ombuds as a full-

time position. In 2014, AGO agency-request legislation was [signed into law](#), strengthening Washington’s open government laws by requiring training for public officials on the Public Records Act and the Open Public Meetings Act.

The AGO [provides training](#) under the state’s Public Records Act and the Open Public Meetings Act. More than 5,200 people have attended in-person trainings with the AGO Ombuds since 2014, and online AGO training videos have nearly 20,000 combined views.

Additional AGO open government resources, including the [Open Government Resource Manual](#), Model Rules and more, can be found [here](#).

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– 30 –

*The Office of the Attorney General is the chief legal office for the state of Washington with attorneys and staff in 27 divisions across the state providing legal services to roughly 200 state agencies, boards and commissions. Attorney General Bob Ferguson is working hard to protect consumers and seniors against fraud, keep our communities safe, protect our environment and stand up for our veterans. Visit [www.atg.wa.gov](http://www.atg.wa.gov) to learn more.*

CONTACT: Peter Lavallee, Communications Director, (360) 586-0725;  
[PeterL@atg.wa.gov](mailto:PeterL@atg.wa.gov)



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**David Glasson**

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**From:** David Glasson  
**Sent:** Tuesday, January 12, 2016 4:53 PM  
**To:** Jerry Phillips  
**Subject:** FW: WCIA Training Invite: Leadership and Employment Essentials for Elected Officials - Maple Valley - Feb. 20

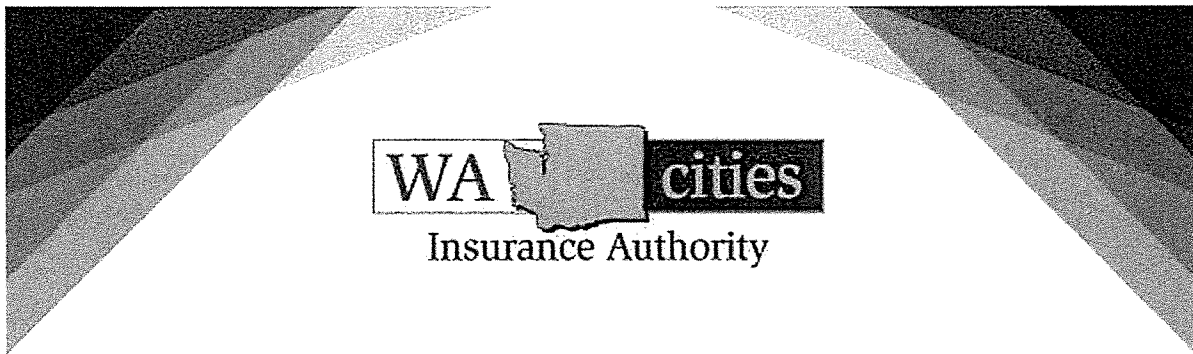
Mayor,

This is geared for Elected Officials.

David

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**From:** Your WCIA Team [mailto:communications=messages.wciapool.org@cmail20.com] **On Behalf Of** Your WCIA Team  
**Sent:** Tuesday, January 05, 2016 11:46 AM  
**To:** David Glasson  
**Subject:** WCIA Training Invite: Leadership and Employment Essentials for Elected Officials - Maple Valley - Feb. 20



## **EDUCATION** AND TRAINING

### **Leadership and Employment Essentials for Elected Officials**

**Connie Poulsen, Management Training & Consulting**

*and*

**Mike Bolasina, Attorney, Summit Law Group**

**Leadership Fundamentals**  
*Building a Stable Foundation of  
Leadership & Communication*

**Date & Location**  
**Saturday, February 20, 2016**



- Determining Your Leadership Style and How it Affects Decisions and Communication
- Recognizing Your Influence and Impact on Staff
- Understanding the Key Protocols for Public Employee Engagement

Lake Wilderness Lodge  
22500 SE 248th Street  
Maple Valley, 98038

#### Time

9:00 a.m. to 4:00 p.m.

*Continental Breakfast and Lunch Included*

### Employment Law 101

*Detecting and Resolving Employment Liability Exposures*

#### Course Fees

WCIA Member: Free

- Understanding the Big Three: Discrimination, Harassment and Retaliation
- Recognizing the Unique Rights of Government Employees
- Identifying City Council's Role in Employment Matters

#### Audience

Elected Officials

**Please Note:** This training has been approved for *AWC Certified Municipal Leadership: 5.0 CML Credits.*

### Registration

1. Go to [www.wciapool.org](http://www.wciapool.org) and log in first.
2. Click "**Education and Training.**"
3. On the drop down that appears, click "**Training Calendar.**" The trainings appear in order for each month by date.
4. Go the date and title of the training and click "**Register for this Event,**" then complete indicated fields in the box that appears and click "**submit.**"

**Cancelations due 2 business days prior. No shows will be billed.**

Washington Cities Insurance Authority - P.O. Box 88030 Tukwila, WA 98138



You are receiving this email as a member or recipient of WCIA services. You can click [here](#) to unsubscribe from this newsletter at any

time or change your preferences by clicking this link.

## HOW TO TAKE ONLINE OPEN GOVERNMENT TRAINING THROUGH THE WASHINGTON STATE ATTORNEY GENERAL'S OFFICE WEB PAGE



### STEPS

1. Click [here](#) to access the "Washington State Attorney General's Office Open Government Training Web Page."
2. Scroll down to the "Open Government Training Curriculum."
3. Select the training lesson(s) you need to take. In sum, effective July 1, 2014, within 90 days of appointment/taking office and at intervals of no more than 4 years thereafter:

- Members of multimember governing bodies need to take open public meetings training. (Lesson 3). The members who are elected local or statewide officials must also take records training. (Lessons 2 and 4).
- Other elected local and elected statewide officials must take records training. (Lessons 2 and 4).
- Records officers must take records training. (Lessons 2 and 4).
- Although not required, other public officials and public employees can take the trainings as well. For example, incumbents in their office/position as of July 1, 2014 are strongly recommended to take the training in 2014 relevant to their position, as described above.

See [RCW 42.30.205](#), [RCW 42.56.150](#), and [RCW 42.56.152](#); and [O & A](#).

4. View the online training lesson(s).
5. When you are done, it is recommended you document the training you received.

More details are below.



- If you need open meetings training (see RCW 42.30.205):

Watch the **Open Public Meetings Act** (RCW 42.30) video\* (16 minutes) or review the PowerPoint. They are in **Lesson 3**. Lesson 3 is for state and local agencies.



- If you need records training (see RCW 42.56.150 and RCW 42.56.152):

Watch the **Public Records Act** (RCW 42.56) video\* (22 minutes) or review the PowerPoint. They are in **Lesson 2**. Lesson 2 is for state and local agencies.

+ and

Review the **Records Retention and Management** (RCW 40.14) online tutorial for your position linked in **Lesson 4**. Those tutorials are provided by the [State Archives](#). You can also go directly to those tutorials here:

#### Local Agencies

- If you are a **local official**, click [here](#) to review the online tutorial.
- If you are a **local employee**, click [here](#) to review the online tutorial.

#### State Agencies

- If you are a **state official**, click [here](#) to review the online tutorial.
- If you are a **state employee**, click [here](#) to review the online tutorial.



- Last step: If you want to document the training (recommended):

- You can use the sample certificate under "Last Step" at the bottom of the AGO Open Government Training Web Page.
- Or, your agency may have other methods to document training.

If you want more information on the topics covered in these lessons, see the "Other Resources" and other materials linked on the Open Government Training Web Page.

\* Note: The videos are accessible through YouTube. State employees are also able to view the videos through the Washington State Department of Enterprise Services online [Learning Management System](#).



**Washington State (/)**  
Office of the Attorney General

Attorney General  
Bob Ferguson

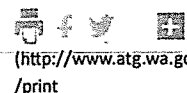
iBienvenido! (/en-espanol) 欢迎 (/welcome-chinese)  
歡迎 (/welcome-traditional-chinese)

(/)

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## OPEN GOVERNMENT TRAINING



(<http://www.atg.wa.gov>)  
/print

Welcome to the Open Government Training web page of the Office of the Attorney General.

**State Laws.** Washington's open government requirements are in state law. Open public records laws are at RCW 42.56 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.56>). Open public meetings laws are at RCW 42.30 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.30>) and RCW 42.32 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=42.32>). These are Washington's "sunshine laws." In addition, records management and retention laws are at RCW 40.14 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=40.14>).

**Training is Required.** Effective July 1, 2014, the Open Government Trainings Act (ESB 5964) requires many public officials and all agency records officers to receive training. Here is guidance from the Office of the Attorney General: Open Government Trainings Act Q & A ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/QandA-Re-ESB-5964.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/QandA-Re-ESB-5964.pdf)).

**Why Training is Critical.** Public agencies must have a good command of these laws. Training is a key component in correctly implementing and complying with the laws. Training is an important risk management tool. Training can help establish a "culture of compliance" within an agency. Training can help avoid or reduce litigation and its costs. Violations of the open public records and meetings laws can result in penalties, as well as a breakdown in confidence in government.

**Training Resources.** The Office of the Attorney General provides model rules for complying with the open public records laws, and technical assistance and training on open public records and open public meetings laws. On this web page, the office also provides access to other free online resources for open government training. As more resources become available, they will be posted or linked here. Agencies may also contact the office to seek in-person training assistance. Agencies may contact the Assistant Attorney General for Open Government ([/open-government-ombuds-function](#)).

Training materials and/or speakers may also be available to agencies from other sources. Examples are listed after the curriculum\* and in the Open Government Trainings Act Q & A ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/QandA-Re-ESB-5964.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/QandA-Re-ESB-5964.pdf)). Agencies can also design their own training.

**Online Training Curriculum.** The online training curriculum is divided into four lessons. The first three address open government: (1) Open Government Overviews and General Principles, (2) Open Public Records, and (3) Open Public Meetings. Lesson (4) addresses Records Management and Retention. Agencies can use materials that fit their training requirements or needs.

Lesson (1) is a general introductory overview. It is offered to give background on open government laws generally.

Lessons (2) – (4) provide online training that complies with ESB 5964 (RCW 42.56.150, RCW 42.56.152 and RCW 42.30.205). Please reference these steps to take the online training. ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/Open Govnt Training Doc.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/Open Govnt Training Doc.pdf))

Finally, this short video featuring Attorney General Bob Ferguson and Secretary of State Kim Wyman (<https://www.youtube.com/watch?v=LmPI6Z9WKO8>) also explains that this important training can be taken online.

**Reminder: Laws Change.** The Washington State Legislature can amend the sunshine and records management/retention laws. Courts also issue decisions interpreting these laws. Agencies should review current laws and decisions to determine if training materials they use are consistent with the current laws, and whether they should be updated. If there is a difference, the laws govern. Legislative updates will also be posted on this page.

**Practice Tip: Document the Training.** Agencies should determine which staff and/or officials are required to or should receive training. It is a good practice for agencies to document training provided or received by their staff or officials. See the Open Government Trainings Q & A ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/QandA-Re-ESB-5964.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/QandA-Re-ESB-5964.pdf)) for more details. This web page includes a sample training certificate and a sample training roster. Agencies can use other forms or procedures to document training.



# Open Government Training Curriculum - Resources

Lesson (1) is a general overview. Lessons (2) and (3) provide particular training and other resources on the Open Public Records Act and the Open Public Meetings Act.

## LESSON 1: OPEN GOVERNMENT OVERVIEWS AND GENERAL PRINCIPLES

- Office of the Attorney General - Public Records & Open Public Meetings (</public-records-and-open-public-meetings>)
- Office of the Attorney General PowerPoint – Public Records & Open Public Meetings (PowerPoint ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/Lesson\\_1\\_-\\_Overview\\_of\\_Washington\\_State\\_Open\\_Government\\_Principles\\_April\\_2014.ppt](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/Lesson_1_-_Overview_of_Washington_State_Open_Government_Principles_April_2014.ppt)) / PDF ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/Lesson\\_1\\_-\\_Overview\\_of\\_Washington\\_State\\_Open\\_Government\\_Principles\\_April\\_2014.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/Lesson_1_-_Overview_of_Washington_State_Open_Government_Principles_April_2014.pdf)))

### Other Resources:

- Office of the Governor - State Agency "Boards and Commissions Membership Handbook" (<http://www.governor.wa.gov/sites/default/files/documents/handbook.pdf>)
- Municipal Research and Services Center's publication, "Knowing the Territory – Basic Legal Guidelines for Washington City, County and Special Purpose District Officials" (<http://mrsc.org/getmedia/1e641718-94a0-408b-b9d9-42b2e1d8180d/ktt13.pdf.aspx>)

## LESSON 2: OPEN PUBLIC RECORDS – RCW 42.56



- Office of the Attorney General PowerPoint – Open Public Records (PowerPoint ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/PRA%20PowerPoint%20January%202016%20.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/PRA%20PowerPoint%20January%202016%20.pdf)) / PDF ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/PRA%20PowerPoint%20January%202016%20\\_0.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/PRA%20PowerPoint%20January%202016%20_0.pdf)))

### Other Resources:

- 2015 Legislative Update (Records) ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Another/About\\_the\\_Office/Open\\_Government/Public\\_Records/2015%20Legislative%20Session%20Summary%20-%20Records%20Bills%20-%20July%2016%202015.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Another/About_the_Office/Open_Government/Public_Records/2015%20Legislative%20Session%20Summary%20-%20Records%20Bills%20-%20July%2016%202015.pdf))
- 2014 Legislative Update (Records) ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/Public\\_Records\\_Legislative\\_Update\\_from\\_2014\\_Session.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/Public_Records_Legislative_Update_from_2014_Session.pdf))
- Office of the Attorney General - Obtaining Public Records (</obtaining-records>)
- Office of the Attorney General - Denials of Public Records ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/Safeguarding\\_Consumers/Brochures/2013\\_Brochures/Public-Records-Denials-Brochure.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/Safeguarding_Consumers/Brochures/2013_Brochures/Public-Records-Denials-Brochure.pdf))
- Office of the Attorney General - The Open Government Resource Manual (</open-government-resource-manual>)
- Office of the Attorney General - Model Rules for Public Disclosure (</model-rules-public-disclosure>)
- Office of the Governor Online Training (<http://www.governor.wa.gov/boards-commissions/resources-appointees/online-appointee-training>)
- Municipal Research and Services Center's Open Public Records Act site:
  - Public Records Act (<http://mrsc.org/Home/Explore-Topics/Legal/Open-Government/Public-Records-Act.aspx>)
  - MRSC Inquiries - Public Records (<http://mrsc.org/Home/Search.aspx?i=34&q=public records>)

- Municipal Research and Services Center's publication, "Public Records Act for Washington Cities, Counties and Special Purpose Districts" (<http://mrsc.org/getmedia/1e641718-94a0-408b-b9d9-42b2e1d8180d/ktt13.pdf.aspx>)
- Municipal Research and Services Center's Social Media page (<http://mrsc.org/Home/Explore-Topics/Management/Information-Technology/Social-Media.aspx>)
- Washington Association of Public Records Officers (<http://www.wa-pro.org/>)
- Washington Coalition for Open Government Public Records Act Web Site (<http://www.washingtoncog.org/>)
- State Auditor's Office Open Government Training Web Site (<http://www.sao.wa.gov/resources/Pages/Open-Government.aspx#Vo7DLvkrK72>)
- Municipal Research and Service Center's Practice Tips and Checklists (<http://mrsc.org/Home/Explore-Topics/Legal/Open-Government/OPMA-and-PRA-Practice-Tips-and-Checklists.aspx>)

### LESSON 3: OPEN PUBLIC MEETINGS – RCW 42.30, RCW 42.32



- Office of the Attorney General PowerPoint – Open Public Meetings (PowerPoint ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/OPMA%20PowerPoint%20January%202016.pptx](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/OPMA%20PowerPoint%20January%202016.pptx)) / PDF ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/OPMA%20PowerPoint%20January%202016\\_0.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/OPMA%20PowerPoint%20January%202016_0.pdf)))

#### Other Resources:

- 2015 Legislative Update (Meetings) ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Another/About\\_the\\_Office/Open\\_Government/Public\\_Records/2015%20Legislative%20Session%20Summary%20-%20Meetings%20Bills%20-%20July%2016%202015.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Another/About_the_Office/Open_Government/Public_Records/2015%20Legislative%20Session%20Summary%20-%20Meetings%20Bills%20-%20July%2016%202015.pdf))
- 2014 Legislative Update (Meetings) ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/Open\\_Meetings\\_Legislative\\_Update\\_from\\_2014\\_Session.pdf](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/Open_Meetings_Legislative_Update_from_2014_Session.pdf))
- Office of the Attorney General - The Open Government Resource Manual ([/open-government-resource-manual](http://open-government-resource-manual))
- Office of the Governor – Q & A Regarding the Open Public Meetings Act ([http://www.governor.wa.gov/sites/default/files/documents/open\\_public\\_meetings\\_act.pdf](http://www.governor.wa.gov/sites/default/files/documents/open_public_meetings_act.pdf))
- Municipal Research and Services Center's Open Public Meetings Act site (<http://mrsc.org/getmedia/275e74fc-9d43-4868-8987-a626ad2cea9f/opma14.pdf.aspx>)
- Municipal Research and Services Center's Publication "The Open Public Meetings Act – How it Applies to Washington Cities, Counties and Special Purpose Districts" (<http://mrsc.org/getmedia/275e74fc-9d43-4868-8987-a626ad2cea9f/opma14.pdf.aspx>)
- Municipal Research and Services Center's publication, "Knowing the Territory – Basic Legal Guidelines for Washington City, County and Special Purpose District Officials" (<http://mrsc.org/getmedia/1e641718-94a0-408b-b9d9-42b2e1d8180d/ktt13.pdf.aspx>)
- Washington State School Directors Association – "Open Public Meetings Act and Board Meeting Agendas" Webinars ([http://www.wssda.org/Portals/0/webinars/Webinar%20OPMA%201%2030%202014\(final\).ppt](http://www.wssda.org/Portals/0/webinars/Webinar%20OPMA%201%2030%202014(final).ppt))
- State Auditor's Office Open Government Training Web Site (<http://www.sao.wa.gov/resources/Pages/Open-Government.aspx#Vo7DLvkrK72>)
- Municipal Research and Service Center's Practice Tips and Checklists (<http://mrsc.org/Home/Explore-Topics/Legal/Open-Government/OPMA-and-PRA-Practice-Tips-and-Checklists.aspx>)

Records Retention/Management Curriculum - Resources

LESSON 4: RECORDS MANAGEMENT AND RETENTION – RCW 40.14

- Washington State Archives Records Management Web Site (<http://www.sos.wa.gov/archives/RecordsManagement/>)
- Washington State Archives – Education and Training (links:)
  - State Agencies ([http://www.sos.wa.gov/archives/RecordsManagement/records\\_state.aspx](http://www.sos.wa.gov/archives/RecordsManagement/records_state.aspx))
    - Online Tutorials (<http://www.sos.wa.gov/archives/RecordsManagement/OnlineTutorials.aspx>) (online training)
    - Training Calendar (<http://www.sos.wa.gov/archives/RecordsManagement/TrainingSignup.aspx>) (in person training)
  - Local Agencies ([http://www.sos.wa.gov/archives/RecordsManagement/records\\_local.aspx](http://www.sos.wa.gov/archives/RecordsManagement/records_local.aspx)): ([http://www.sos.wa.gov/archives/RecordsManagement/records\\_local.aspx](http://www.sos.wa.gov/archives/RecordsManagement/records_local.aspx))
    - Online Tutorials (<http://www.sos.wa.gov/archives/RecordsManagement/OnlineTutorials.aspx>) (online training)
    - Training Calendar (<http://www.sos.wa.gov/archives/RecordsManagement/TrainingSignup.aspx>) (in person training)

Other Resources:

- Washington State Archives - Advice Sheets and Other Publications
  - State Agencies (<http://www.sos.wa.gov/archives/RecordsManagement/Publications-and-Advice-Sheets-for-State-Agencies.aspx>)
  - Local Agencies (<http://www.sos.wa.gov/archives/RecordsManagement/Publications-and-Advice-Sheets-for-Local-Governments.aspx>)
- Municipal Research and Services Center’s and Washington State Archives webinar, “Public Records: Tackling the Tough Questions (Including Use of Smart Phones and Other Thorny Issues)” (<http://mrsc.org/Home/Training/Archived-Webinars/Public-Records-Tackling-the-Tough-Questions-Inclu.aspx>)

For more information, contact State Archives at (360) 586-4901 or by email at [recordsmanagement@sos.wa.gov](mailto:recordsmanagement@sos.wa.gov) (<mailto:recordsmanagement@sos.wa.gov>).

LAST STEP: TRAINING DOCUMENTATION

- Sample training certificate ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/CERTIFICATE-OF-TRAINING-TEMPLATE.doc](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/CERTIFICATE-OF-TRAINING-TEMPLATE.doc))
- Sample training roster ([http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About\\_the\\_Office/Open\\_Government/Open\\_Government\\_Training/OPEN-GOVERNMENT-TRAINING-ROSTER-TEMPLATE.doc](http://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Home/About_the_Office/Open_Government/Open_Government_Training/OPEN-GOVERNMENT-TRAINING-ROSTER-TEMPLATE.doc))

*\* Examples of other possible sources for training materials and/or speakers include the Washington Secretary of State’s Office (records management/retention), the Municipal Research and Services Center, the Association of Washington Cities, the Washington Association of County Officials, the Washington State Association of Counties, the Washington Association of Public Records Officers, the Washington State School Directors Association, the Washington Coalition for Open Government, and others.*

Open Government

- Request AGO Public Records (/request-ago-public-records)
- [Open Government Training \(/open-government-training\)](#)
- Public Records & Open Public Meetings (/public-records-and-open-public-meetings)
- Open Government Resource Manual (/open-government-resource-manual)
- Model Rules (/model-rules-public-disclosure)
- Open Government Ombuds Function (/open-government-ombuds-function)
- Sunshine Committee (/sunshine-committee)

Safeguarding Consumers

- Consumer Issues A-Z (/consumer-issues)
- All Consuming Blog (/all-consuming-blog)
- Antitrust/Unfair Trade Practices (/antitrustunfair-trade-practices)
- Business Resources (/business-resources)
- Cy Pres (/cy-pres-awards-and-grants)
- File a Complaint (/file-complaint)
- Internet Safety (/internet-safety-

Protecting Youth

- Prescription Drug Abuse (/prescription-drug-abuse)
- School Safety (/school-safety)
- Teen Dating Violence (/teen-dating-violence)
- Underage Drinking (/discouraging-underage-drinking)

Protecting Seniors

- Senior Fraud (/senior-fraud)
- Internet Safety for Seniors (/internet-safety-seniors)
- Dealing With Death (/dealing-death)
- Medicaid Fraud (/medicaid-fraud)
- Prescription Drug Prices (/prescription-drug-prices)
- Vulnerable Adult Abuse (/vulnerable-adult-abuse)

Crime & Safety

- Firearms (/firearms)
- Death Penalty Cases (/death-penalty-cases)
- Domestic Violence (/domestic-violence)
- Financial Crimes Unit (/financial-crimes-unit)
- Homicide Investigation Tracking System (HITS) (/homicide-investigation-tracking-system-hits)
- Human Trafficking (/human-trafficking)

- collaboration)

Lemon Law (/lemon-law-0)

LifeSmarts (/lifesmarts)

Manufactured Housing Dispute Resolution (/manufactured-housing-dispute-resolution-program)

National Mortgage Settlement (/national-mortgage-settlement)

Scam Alerts (/scam-alerts)

Teen Consumers (http://www.atg.wa.gov/consumer-tips-teens-0)

Tobacco (/tobacco)

Utilities (Regulated) (/utilities-regulated)

Volunteer! (/volunteer-and-internship-opportunities)

Roles of the Office (/roles-office)

en Espanol (/en-espanol)

Chinese (simplified) (/welcome-chinese)

Chinese (traditional) (/welcome-traditional-chinese)
- Inmate Three Strikes (/inmate-three-strikes)

Medal of Honor (/law-enforcement-medal-honor)

Medicaid Fraud (/medicaid-fraud)

Protecting Youth (/protecting-youth-1)

Prescription Drug Abuse (/prescription-drug-abuse)

Sexually Violent Predators (/sexually-violent-predators)

Sex Offender Search (http://ml.waspc.org/)

National Crime Victims Rights Week (/national-crime-victims-rights-week)

Environmental Crimes (/environmental-crimes)

- Office Information

About Bob Ferguson (/about-bob-ferguson)

Open Government (/open-government)

Civil Rights Unit (/wing-luke-civil-rights-unit)

Contact Us (/contact-us)

Divisions (/divisions)

Office Locations (/office-locations)

Legislative Priorities (/2016-legislative-agenda)

History (/brief-history-office-attorney-general)

Mission, Vision & Values (/mission-vision-values)

Washington's Attorneys General - Past and Present (/washingtons-attorneys-general-past-and-present)

Budget (/budget)

Diversity (/diversity)

Annual Reports (/annual-reports)

Executive Ethics Board (http://www.ethics.wa.gov/index.htm)

Rulemaking Activity (/rulemaking-activity)

Counsel for the Environment (/counsel-environment)

Regulatory Takings (/avoiding-unconstitutional-takings-private-property)

FAQs (/frequently-asked-questions-faqs)

Task Forces (/task-forces)

Privacy Notice (/privacy-notice)

Roles of the Office (/roles-office)

Sole Source Contracts (/sole-source-contracts)
- AG Opinions

Opinions by Year (/ago-opinions-year)

Opinions by Topic (/ago-opinion/glossary)

Opinion Requests (/pending-attorney-generals-opinions)
- News

Media Contacts (/media-contacts)

News Releases (/news/news-releases)

Ferguson File (/news/ferguson-file)

Social Media (/social-media)

All Consuming Blog (/all-consuming-blog)

Complaint Stats (/top-consumer-complaints)

Upcoming Events (/news/upcoming-events)
- Employment

Where Will You Fit In? (/where-will-you-fit)

Employee Testimonials (/employee-testimonials)

Attorneys & Law Clerks (/attorneys-and-law-clerk-careers)

General Employment Opportunities (/general-employment-opportunities)

Exempt Positions (/exempt-positions)

WA Management Service (/wa-management-service-exempts)

Volunteer and Internship Opportunities (/volunteer-and-internship-opportunities)

Diversity (/diversity)

Office Locations (/office-locations)

